

AGREEMENT BETWEEN THE

TOWNSHIP OF DENVILLE

AND

P.B.A.

JANUARY 1, 2010 TO DECEMBER 31, 2013

COHEN, LEDER, MONTALBANO & GROSSMAN
1700 GALLOPING HILL ROAD
KENILWORTH, NEW JERSEY 07033
(908) 298-8800
Attorneys for PBA Local 142
BRUCE D. LEDER, ESQ.

TABLE OF CONTENTS

	Page #
Witnesseth	1
Section 1 – Term	2
Section 2 – Applicability	2
Section 3 – Salary	2
Section 4 – Longevity Increment	2
Section 5 – Educational Costs-Reimbursement	3
Section 6 – Education Benefits	4
Section 7 – Additional Compensation	7
Section 8 – Work Period and Schedule	8
Section 9 – Holidays	9
Section 10 – Sick Leave	9
Section 11 – Vacation and Eligibility Schedule	12
Section 12 – Funeral Personal Leave and Convention	12
Section 13 – Overtime	13
Section 14 – Officers Assuming Responsibilities Associated with a Higher Title	14
Section 15 – Dental Benefits	14
Section 16 – Medical Benefits	14
Section 17 – Grievance Procedure	16
Section 18 – Statutory Precedence	19
Section 19 – Renewal Negotiations	19
Section 20 – Effective Date	20
Appendix A	

AGREEMENT

This AGREEMENT entered into this _____ day of _____ BY AND BETWEEN TOWNSHIP OF DENVILLE, a Municipal Corporation of the State of New Jersey having its principal office at St. Mary's Place & Route #46, in the Township of Denville, County of Morris and State of New Jersey, hereinafter designated as "Denville" or "The Township", and PBA Local #142 of the Township of Denville in the County of Morris and State of New Jersey, hereinafter as "the PBA" or The Representative".

WITNESSETH:

WHEREAS. Pursuant to the provisions of Chapter 303 of the Laws of 1968 of the State of New Jersey, the PBA submitted itself as the proposed Representative for the members of the Denville Township Police Department, exclusive of the Chief of Police, and

WHEREAS, the PBA was and is recognized as the exclusive bargaining agent for the members of the Denville Township Police Department; exclusive of the Chief of Police; and

WHEREAS, the Township and the Representative have reached an agreement, and are desirous of reducing same to writing covering certain of the terms and conditions governing employment, wages and other matters between the Township and all of the members of the Denville Township Police Department, exclusive of the Chief of Police.

NOW, THEREFORE, in consideration for the services performed by the members of the Denville Township Police Department, exclusive of the Chief of Police and the mutual covenants hereof, the parties hereto do covenant and agree as follows:

SECTION 1. TERM

The duration of the Agreement shall be for the period inclusive of January 1, 2010 through December 31, 2013 and shall be retroactive to January 1, 2010.

SECTION 2. APPLICABILITY

The provisions of this Agreement shall apply only to full time Patrolmen, Sergeants, and Lieutenants of the Denville Township Police Department.

SECTION 3. SALARY

See Appendix A attached hereto and made a part hereof.

SECTION 4. LONGEVITY INCREMENT

All employees shall be paid a longevity increment, calculated from the date of employment in Denville Township, in addition to base salary for the period beginning January 1, 2010 and ending December 31, 2013, according to the following Schedule.

Years	
0-3 years	-0-
4-7 years	\$1,799.
8-11 years	\$2,082.
12-15 years	\$2,362.
16-20 years	\$2,921.
21-24 years	\$3,221.
25 years and over	\$3,487.

SECTION 5. EDUCATIONAL COSTS-REIMBURSEMENT

In addition to base pay, increments thereto and any other payments herein provided, Patrolmen, Sergeants and Lieutenants shall receive the following payments:

A. Full reimbursement for the cost of books required by the Institution where the approved course was taken, provided evidence of successful completion of said course is submitted to the Township, and further provided there is compliance with Subsection C of this Section.

B. Full reimbursement of tuition costs actually paid to the institution where there has been compliance and successful completion of a course approved by the Township. Any payment received from any tuition grant directly to the Police Officer or from any other sources shall be credited against the tuition reimbursement and the amount paid by the Township shall be decreased accordingly. Reimbursement shall be subject to the terms and conditions of Subsection C of this Section 5.

C. To qualify for any reimbursement provided herein, a voucher must be submitted to the Township in the form and in the manner prescribed for payment of all vouchers, to which there must be attached:

(1) A certificate from the institution giving the title of the approved course, indicating successful compliance and completion of the approved course; and/or

(2) A receipted voucher for tuition cost indicating that it is payment for the specifically approved course at the institution in questions, with a certification by the employee indicating that no reimbursement of the tuition costs has been received, or indicating the extent of any reimbursement and the amount due after reimbursement; and/or

(3) A receipted voucher for the costs of books purchased and required in connection with the approved course, and an affidavit that the books were required by the institution.

D. The education benefits described in this Section shall be payable on or before June 30 of each contract year, and, in accordance with past practice, credits will be deemed earned when the course is ended with a passing grade and not when grades are issued.

SECTION 6. EDUCATION BENEFITS

In addition to base pay, increments thereto and any other payment herein provided, Patrolmen, Sergeants, and Lieutenants in the employ shall receive the following payments and increments for, and as a result of, education received through attendance at accredited schools:

A. All employees shall receive annually supplementary compensation based upon credit levels reached in accordance with the following schedule. The date of hire shall control the steps listed below:

CREDITS	
2 nd year 30	\$677.
3 rd year 42	\$949.
4 th year 54	\$1,219.
5 th year 67 AA/AS	\$1,514.
6 th year 79	\$1,785.
7 th year 92	\$2,078.
8 th year 106	\$2,393.
9 th year 120 BA/ES MS or MA	\$2,710.

B. Recognizing the incentive aspect of this program, the following provision shall apply should there occur an interruption of the educational program without a “valid excuse”;

1. If any employee discontinues attendance at school more than two consecutive semesters and said discontinuance is without “valid excuse”, all previous credits and payment therefore will be discontinued provided, however, if said employee has reached the level or status of AS or AA degree (67 credits), he reverts to the 67 credit level for payments.

2. An employee may discontinue attendance at school without penalty upon completion of the ES or BA or MS or MA degree (120 credits).

3. Increments shall be reinstated when the employee shall have re-enrolled in an accredited college, earning at least three (3) credits and matriculates and shall have completed two (2) consecutive semesters.

4. The following shall be considered “valid excuse” that is sufficient of just cause for an interruption in the educational incentive program by an employee:

(a) Sickness or accident of such seriousness and duration as to result in such absences as render it impossible to satisfactorily complete the course, provided, however that the Chief of Police may reasonably require justification of the absences in the form of physician’s verification of employee’s affidavit.

(b) Leave of absence from the police force approved in normal courses.

(c) Any other excuse approved by the Chief of Police or Township Administrator.

C. The educational benefit as set forth herein will be paid on a bi-weekly basis as part of base pay for all entitled employees.

EDUCATIONAL BENEFITS (EXPLANATION)

The parties hereto acknowledge that there may be future applicants for position in the Police department of the Township or members of the Township Police Department who are presently in possession of an Associate of Arts or Associate of Science Degree, Bachelor of Arts or bachelor of Science Degrees, Master of Arts or Master of Science Degrees, or persons who have accumulated credits towards a college degree. Accordingly, it is hereby agreed that credits which have previously been earned by any person, whether or not he be presently a member of the Police Department shall be effective in determining his rights to receive the Educational incentive increments provided under Section 6, provided that:

A. Proof by letter or certificate from the institution which administered the course indicating successful compliance with the completion of the course.

B. A certificate or statement in letter form from any accredited New Jersey college or university which offers Associate's, Bachelor's, or Master's degrees, stating that such credits, irrespective of the institution where they were earned, have been accepted and have been applied by there toward the attainment of an Associate's, Bachelor's, or Master's degree. And such person, has, in fact matriculated into an Associate's, Bachelor's, or Master's degree program.

C. Any person who has secured an Associate's, Bachelor's, or Master's degree from an accredited college or university shall immediately become entitled to those increments upon proof of the degree and shall receive compensation in accordance with Section 6.

D. Any employee who has obtained a Bachelor's Degree shall have the option to continue his education and earn a Master's Degree. The educational benefit, however, will not increase past the 120 credit limit.

E. The employee who pursues a Master's Degree will be paid the education reimbursement benefits in accordance with the provisions of Section 5 except that tuition reimbursement shall be limited to the tuition rate per credit at Rutgers University.

F. For the Master's program as described in "E", a Cap of \$7500 per year will be budgeted. This \$7500 is the maximum dollar amount that will be paid in a calendar year. This amount will be divided among the officers working to attain same and will be limited to the tuition rate per credit at Rutgers University.

SECTION 7. ADDITIONAL COMPENSATION

A. Special Duty Premium - In addition to base salary, longevity increments and any additional increments, all patrolmen, Sergeants, and Lieutenants assigned to the Detective Bureau of the Police Department shall receive an increment of \$1,900 for each year of the contract. Such increment shall be paid on a pro rata basis for each year of this Agreement, on the present pay schedule for all Township employees.

B. Clothing Allowance – In addition to their base salaries, longevity increments and any additional increments, all Patrolmen, Sergeants, and Lieutenants shall receive a clothing allowance of \$675. for each year of the contract. Such increment or part thereof shall be due and owing by the Township upon execution of a voucher by the Patrolman, Sergeant, or Lieutenant making such claim and payment shall be promptly made therefore as promptly as possible upon submission thereof. Nothing herein shall be construed as limiting clothing purchases pursuant to this Paragraph for Police uniforms or uniform accessories.

C. Call Out Pay – If at any time a Police Officer is called to duty for any purpose where his response or presence at the direction of a superior is mandatory, he shall be compensated for call-out time on the following basis. Overtime at time and one-half rate for four (4) hours or

actual time at time and one-half whichever is greater. The purpose for which a Police Officer may be called shall be at the discretion of superior officers in charge and may include, but shall not be limited to, the following purposed: Administration of breathalyzer test(s), administration of any chemical test(s) to determine whether an individual is under the influence of alcohol, narcotic or any other unlawful chemical substance, court appearance(s); or fatality investigation(s).

SECTION 8. WORK PERIOD AND SCHEDULE

All Patrolmen, Sergeants and Lieutenants covered by this Agreement shall work a schedule based on a 40-hour work week. The chief of the Department shall set all work schedules and shifts in accordance with Police Department Policy, if any such policy exists and is in force and effect.

A. Advanced Notice for Shift Change or Special Assignments

The Township shall provide an officer with a minimum of two (2) weeks advance notice when the officer's shift assignment (or a special assignment) shall result in a change of shift. In the case where the two (2) week notice is not met, the officer shall be compensated with overtime at one and one-half ($\frac{1}{2}$) times the normal rate. The Officer shall have the option to receive this compensation as either pay or compensatory time. This notice shall not be required in an emergency situation.

B. Schedule

The current schedule shall be continued unless a change is negotiated, according to NJ PERC Law, 215 N.J. Super. Pg 108.

SECTION 9. HOLIDAYS

Each Patrolman, Sergeant and Lieutenant shall be entitled to 96 hours per annum during the term of this Agreement, which shall be the equivalent and accountable as Holidays. Requests to use hours shall be approved by the Chief of Police. Employees covered hereunder shall have the option of electing to work and to sell back holiday time up to a maximum of 48 hours for each year of the contract. Any employee electing this option must notify the Chief of Police by January 15. Payment will be made in the second pay period in November. No payment will be required hereunder to any employee who is terminated for cause. If an employee voluntarily terminated employment with the Township after providing appropriate notice, payment due under this section shall be made on a pro rata basis. In addition thereto, should the Mayor and/or the Municipal Council, by proclamation, executive order or resolution, declare a previously unscheduled day to be a public holiday, or should they order or permit the closing of all municipal offices, such day shall be added to the 96 hours provided in this section as regular holidays.

SECTION 10. SICK LEAVE

A. Temporary Disability Leave – Non-Work Related Illness or Injury. Subject to the conditions set forth in Paragraph “C” and “D” hereof, each Patrolman, Sergeant and Lieutenant covered by this Agreement shall in addition to sick leave benefits set forth in Paragraphs “B” and “C” hereof; be entitled to temporary disability leave for non-work related illnesses or injuries. Temporary disability leave shall be provided during the continuance of an employee’s inability to work. During the period of said temporary disability leave, the employee shall receive full pay benefits. Provided, however, that nothing herein shall alter or diminish the Township’s right pursuant to Police and Firemen’s Retirement System of New Jersey to place the employee on permanent disability in which event this benefit shall terminate.

B. Work Related Illness and Injury – Compensation for work related illnesses or injuries shall remain unlimited but as established by the Decision of the Public Employment Relations Commission dated June 9, 1981, bearing Docket #CO 80-378-21, SN 80-155, is hereby made a part of the express terms of this Agreement.

C. Sick Leave Incentive Program

1. Without limiting effect of Paragraph “A” above, the parties agree that there shall be established a sick leave incentive program, which program is intended to provide an incentive for the discriminate use of sick time.

2. Each Patrolman, Sergeant and Lieutenant shall be credited each calendar year with compensable sick leave of fifteen days or 120 hours. Effective 12/31/95, all employees covered by this Agreement and on the payroll or approved leave of absence at that time, shall have their unused accumulated sick leave increased by 20%. For those employees whose new accumulation after this adjustment on 12/31/95 is over 150 days or 1200 hours, a CAP of sick leave accumulation for terminal leave purposes shall be established in the amount of that new higher total. All other employees covered by this agreement shall have a CAP of sick leave accumulation for purposes of terminal leave in the amount of 150 days or 1200 hours.

3. For employees who have not reached the CAP set forth a Paragraph “2” above, unused sick days shall accumulate on a day for day basis of 15 days or 120 hours per year, which days shall be added to the unused sick leave bank of the employee until the CAP of 150 days or 1200 hours is reached.

4. To the extent that the CAP set forth in Paragraph “2” above is exceeded, effective 1/1/96, the Township shall have the option to buy back the unused portion of the 15 days or 120 hours annual sick leave entitlement at the rate of 50% of the then current cash value of those days.

5. The Township agrees that it will notify the PBA and the employees involved by January 15th of the next year of its intention to exercise its year end option to buy back unused sick days from employees who have exceeded their CAP, and that the exercise of this option shall be applicable to all employees who have exceeded their respective caps. Payment for such unused sick leave shall be made upon budget adoption or June 30th in any year. If the Township decides not to exercise its buy back option by January 15th or fails to make payment by June 30th in any year, then the unused sick days in excess of the CAP shall immediately accrue at the rate of 110% for that year and the existing CAP shall be deemed to increase accordingly.

6. Upon voluntary termination of employment under circumstances qualifying an employee for an existing pension plan, the employee shall be entitled to payment of accrued unused sick leave as set forth above. Except for pro rata credit for unused vacation, holiday, personal days and sick days in the year in which retirement takes place, there shall be no additional accruals to terminal leave (e.g. vacation time, sick time, holidays, and personal days) while the employee is on terminal leave.

D. Physician's Certification

To qualify for regular pay under the provisions of Paragraph "A" of this Section on account of illness or injury, absences in excess of 36 or more consecutive working hours of the officer's shift, unless waived, must be supported by a physician's certificate as to the specific cause of absence. Failure to provide such a physician's certificate shall result in the forfeiture of vacation and holiday benefits in the amount of time equal to the absence, or loss of pay if the police officer's vacation entitlement has been exercised and used during that year. All payment for sick leave entitlement shall be subject to the approval of the superior officer of the shift on which the absence occurs, and the Chief of Police and approval by Administration.

SECTION 11. VACATION AND ELIGIBILITY SCHEDULE

A. All Patrolmen, Sergeants and Lieutenants covered by this Agreement shall be entitled to vacations in accordance with the following schedule:

Length of Service	Vacation
Over 4 months to 1 year	1 day per month starting with the fifth month of employment
After 1 year through 4 years	Ten days
After 4 years through 14 th year	Ten days plus a day per year of service after 4 th year
After 14 years through 19 th year	Twenty days plus 1 day per year of service after 14 th year
After 19 th year	Twenty-five days plus 1 day per year for each year in excess of 19 years, up to a maximum of 30 days

If the anniversary date of employment falls prior to August 1st of the year in question, the additional day of vacation will be granted within that year.

B. Effective upon execution of this Agreement, all employees covered by the Agreement shall be entitled to carry up to a maximum of twenty-four (24) hours of vacation time from the year earned to the next succeeding calendar year. These carry over vacation hours will be the first ones utilized before any other vacation time can be taken. The pay rate for any carry over vacation hours will be at the salary rate for the year in which the hours were hours were earned.

SECTION 12. FUNERAL PERSONAL LEAVE AND CONVENTION

A. Every Patrolman, Sergeant and Lieutenant covered by this Agreement shall be entitled to 3 days off with pay beginning on the day of the death of a spouse children, mother, mother-in-law, father, father-in-law, sisters, brothers, grandparents, sister-in-law or brother-in-law. With the approval of the Chief of Police or the Public Safety Director a Patrolman, Sergeant and Lieutenant shall receive a fourth day, if all other time off has been expended, providing the employee attends the funeral.

B. Every Patrolman, Sergeant and Lieutenant covered by this Agreement shall be entitled to twenty-four (24) hours with pay, for personal leave, for each year. The scheduling of such leave days shall be subject to approval by the shift supervisor and by the Chief of Police.

C. The delegate or designee appointed by the Association shall be granted time off from duty provided it does not, in the opinion of Chief of Police, unduly interfere with the operation of the department and shall suffer no loss of regular pay to attend meetings of the State Policemen's Benevolent Association of which Local 142 of the Township is a member. The delegate or designee and two alternates shall be granted time off from duty provided, in the opinion of the Chief of Police, it does not interfere with the operation of the department and shall suffer no loss of regular pay to attend the mini and annual conventions of the New Jersey State Policemen's Benevolent Association (four or five working days depending on the work scheduled of the members attending the convention). The Association shall notify the Chief of Police at least sixty (60) days prior to the annual State PBA convention concerning the dates of such convention and the names of the appointed delegates.

SECTION 13. OVERTIME

Patrolmen, Sergeants and Lieutenants shall be compensated for overtime at one and one-half

(1-1/2) times regular pay, and they have the option to receive overtime as pay or in the form of compensatory time off. Compensatory time may be accumulated up to twenty-four (24) hours at any time. The accumulated off-duty days must be used by December 15th of each contract year, or a cash payment shall be made for the accumulated time on that date. The use of accumulated time is at the discretion of the Chief of Police in accordance with the scheduling needs of the Police Department, and for the health safety and benefit of the Township and its citizens.

SECTION 14. OFFICERS ASSUMING RESPONSIBILITIES ASSOCIATED WITH A HIGHER TITLE

Whenever an officer is required to assume the responsibility of a position normally filled by an officer of higher rank as in the following cases, but not limited to a Patrolman as Acting Shift Commander, a Patrolman in charge of the Traffic Bureau or Community Policing Unit, any Officer assigned to the Detective Bureau, and Officer assigned as Commander of a Division, any Officer assigned as Acting Chief. Such officer shall be paid at the higher rank after having been assigned for four (4) or more consecutive days to the higher job; this pay shall be retroactive to the first of these consecutive days. While in these positions, these Officers will be entitled to the higher rank of pay when called out or on any overtime detail.

SECTION 15. DENTAL BENEFITS

During the term of this Agreement the Township shall provide at the Township's cost and expense a Dental Plan provided by the N.J. Dental Service Plan, Inc., which plan is commonly known as the Delta Dental Plan Coverage 3A Two Party and Three Party Plan, covering each employee and his immediate family. The Township shall extend said coverage to include Ortho III Coverage (Family Orthodontic).

SECTION 16. MEDICAL BENEFITS

The Employer shall provide to each employee and his immediate family, a medical/surgical, hospitalization insurance plan in the form of New Jersey State Health Benefits Program, or the equivalent thereof. The cost of such plans shall be shared by the employee as specified below:

2010: Single: \$400.00
Member and spouse / Parent and Child: \$800.00
Family: \$800.00

2011: Single: \$400.00
Member and spouse / Parent and Child: \$800.00
Family: \$800.00

2012: Single: \$450.00
Member and spouse / Parent and Child: \$800.00
Family: \$900.00

2013: Single: \$450.00
Member and spouse/ Parent and Child: \$800.00
Family: \$900.00

The above costs represent the employees cost sharing as it relates to all medical coverage, including but not limited to Medical Benefits, Prescription Plan and Dental Coverage. In the event that the State of New Jersey or any other governing body imposes any additional contributions of any kind, that by law supersede this contract, the cost sharing amount imposed by that governing body will take the place of the employee cost sharing amount specified above. At no time will the employee be responsible for both contributions.

Additionally, at the conclusion of this contract, the 2013 cost-sharing amount will remain in effect unless otherwise mandated by State Statute.

The Prescription Plan – Prescription card system, providing prescription drugs to employees and eligible dependents. Each eligible employee will have a personalized card, which is to be presented to any participating pharmacy upon purchase of needed drugs. In addition to which, effective April 15, 2007, the employee will pay ten (\$10.00) for generic, fifteen (\$15.00) for brand name and zero (\$0.00) for mail order on each prescription, payable by the employee at the time of issuance of the prescription.

Medical Insurance Opt Out

Effective April 15, 2007, employees who decline medical coverage would receive 30% of the cost of medical premiums. Any employee who participates in this opt out must show proof of alternate medical coverage on an annual basis. The parties may include dental and prescription coverage in this opt out provision.

SECTION 17. GRIEVANCE PROCEDURE

A. Definitions:

(a) “Grievance” is a claim by a Patrolman, Sergeant and Lieutenant or representative or by the Chief of Police, Mayor, Business Administrator, Municipal Council or other duly authorized official of the municipality, based upon the interpretation, application or violation of this Agreement, or arising from a lack of equality in treatment of employment or promotion.

(b) An “aggrieved person” is the person or persons making the claim.

(c) A “party in interest” is the person or persons making the claim, and any persons who might be required to take action, or against whom action might be taken in order to resolve the claim.

(d) “Policemen” is a full-time Patrolman, Sergeant or Lieutenant in the Denville Township Police Department.

(e) The "P R & R Committee" is the Representative's Committee on Professional Rights and Responsibilities.

B. Purpose

The Purpose of this procedure is to secure, at the lowest possible level, equitable solutions to the problems which may from time to time arise affecting policemen. Both parties agree that these proceedings will be kept as informal and confidential as may be appropriate at any level of the procedure.

C. Grievance

(a) Should any dispute or difference arise between the Township or the Representative or its members as to the interpretation, application, or operation of any provision of this agreement, or arising from a lack of equality in treatment of employment or promotion, both parties shall endeavor to settle same in the simplest and most direct manner. The procedure shall be as follows, unless any step thereof is waived by mutual consent:

FIRST: A meeting shall be held between the grievant, with P R & R Representative from the PBA and his attorney, if he so desires, and the Chief of Police, within thirty (30) days after the event giving rise to the grievance has occurred. The grievance shall be reduced to writing prior to said meeting. The Chief of Police shall give his written answer within three (3) working days of the meeting.

SECOND: (1) If the grievance is not settled at the first step, the grievant or the P R & R Representative from the P.B.A. may make written request for a Second Step meeting within twenty (20) days after the answer is given at the First Step except that in disciplinary action grievance, the written request for a Second Step meeting shall be made within five (5) working days after the answer is received at the First Step. The Chief of Police shall set a meeting within

five (5) working days after the request is received, or for such other time as is mutually agreeable. This Second Step meeting shall be between the Business Administrator acting on behalf of the Township, and the grievant, with the P.B.A. Representative and the grievant's attorney, if the grievant has counsel. The Township's answer to the Second Step shall be delivered to the P.B.A. within five (5) working days after the meeting.

(2) A P.B.A. member disciplined may, at this option proceed initially to the Second Step of the grievance procedure. Grievances concerning such matters shall be filed in writing with the Business Administrator of the Township within five (5) working days after the discipline or the option under this section shall be deemed waived. The Second Stop grievance meeting on disciplinary matters shall be held within ten (10) working days after the request, unless other arrangements are mutually agreed upon.

THIRD: If the aggrieved person or the P R & R Representative is not satisfied with the handling or result of the grievance on the Second Level, he may, within fifteen (15) days, notify the Business Administrator of the Township, in writing; that he wishes to take the matter to arbitration.

(1) Within ten (10) days after such written notice or submission to arbitration, the Business Administrator of the Township and the P R & R Committee shall attempt to agree upon a mutually acceptable arbitrator to serve. If the parties are unable to agree upon an arbitrator or to obtain such a commitment within the specified period, a request for a list of arbitrators may be made to the PERC by the aggrieved party. The parties shall then be bound by the titles and procedures of the PERC in the selection of an arbitrator.

(2) The arbitrator so selected shall confer with the Representatives of the Township and the P R & R Committee, and hold hearings promptly, and shall issue his decision not later than

twenty (20) days from date of the close of the hearings, or if oral hearings have been waived, then from the date the final statements and proofs on the issues are submitted to him. The arbitrator's decision shall be in writing, and shall set forth his findings of fact, reasoning and conclusion on the issues submitted. The arbitrator shall be without power or authority to make any decision which required the commission of an act prohibited by law, or which is violative of the terms of this agreement. The decision of the arbitrator shall be submitted to the Township and to the Representative, and shall be binding on all parties.

(3) The costs for the services of the arbitrator, including per diem expenses, if any, and actual and necessary travel, subsistence expenses, and the cost of the hearing room shall be borne equally by the Township and the Representative. Any additional expenses incurred shall be paid by the parties incurring same.

SECTION 18. STATUTORY PRECEDENCE

Where a charge or charges are made against a Patrolman, Sergeant and Lieutenant or a supervisory covered by this Agreement, N.J.S. 40A 14-147 shall regulate the procedures governing the same and shall supersede the provisions of this Agreement.

SECTION 19. RENEWAL NEGOTIATIONS

It is understood and agreed between the parties hereto that proposals will be exchanged Between the P.B.A. Local No. 142 representing the Denville Township Police Department and the Township of Denville, representing the management, for the successor Contract by not later than September 15, 2013.

SECTION 20. EFFECTIVE DATE

Notwithstanding the date that this Agreement is executed it is the intention of the parties hereto that all terms, provisions, increments and benefits set forth herein shall be effective retroactive to January 1, 2010; unless otherwise expressly stated herein.

The payment for any retroactive pay or additional benefits which are awarded retroactively as a result of contract negotiations, arbitration or other collective bargaining process shall be paid no later than thirty (30) days from date of Agreement, finding or award.

IN WITNESS WHEREOF, the parties hereto have caused these presents to be signed and sealed the day and year first above written.

ATTEST:

By: 

Municipal Clerk

TOWNSHIP OF DENVILLE

BY: 

Ted Hussa, Mayor

By: 

State Delegate

PBA Local #142

BY: 

Scott Welsch, President

Attest:


Municipal Clerk



OFFICIAL SEAL
DONNA I. COSTELLO
NOTARY PUBLIC- NEW JERSEY
My Comm. Expires 2/16/2015

APPENDIX A

Column A is for employees hired prior to January 1, 2006, and B is for those hired after January 1, 2006. Column C is for employees hired after April 1, 2010

2010	A	B	C
0-12	66,565	56,460	47,500
13-24	77,070	65,541	56,416
25-36	81,901	74,082	65,332
37-48	87,239	82,494	74,047
49-60	92,487	87,822	79,772
61-72	96,706	93,139	85,497
72-84		96,706	91,172
Over 84			96,706
2011			
0-12	68,562	58,154	47,500
13-24	79,382	67,507	58,108
25-36	84,359	76,304	67,292
37-48	89,856	84,969	76,268
49-60	95,261	90,457	82,165
61-72	99,607	95,933	88,062
72-84		99,607	93,907
Over 84			99,607
2012			
0-12	70,961	60,190	47,500
13-24	82,160	69,870	60,142
25-36	87,311	78,975	69,647
37-48	93,001	87,942	78,938
49-60	98,596	93,623	85,041
61-72	103,093	99,291	91,144
72-84		103,093	97,194
Over 84			103,093
2013			
0-12	73,445	62,296	47,500
13-24	85,036	72,315	62,247
25-36	90,367	81,739	72,085
37-48	96,256	91,020	81,701
49-60	102,046	96,899	88,017

61-72	106,701	102,766	94,334
72-84		106,701	100,596
Over 84			106,701

Sergeant	2010	2011	2012	2013
0-12	101,454	104,498	108,155	111,940
13-24	106,232	109,419	113,249	117,212
25-36	110,908	114,236	118,234	122,372
Lieutenant	2010	2011	2012	2013
0-12	114,563	118,000	122,130	126,405
13-24	119,260	122,838	127,138	131,587
25-36	124,054	127,776	132,248	136,877

Effective January 1, 1993, there shall be established an “Academy” rate equivalent to ninety (90%) percent of Step 1 of the probationary police officer rate (indicated as 0-12 month rate in Schedule A). This rate shall apply to newly hired officers while the officers are attending a police academy at municipal expense and shall in no event extend beyond six months from the date of hiring. The academy rate shall not apply to a newly hired officer who is not required to attend a police academy. The application of the Academy rate shall not result in a deferral of the movement to the second step (13 to 24 months) upon the 13th month from the date of hiring.